

RENTAL ASSISTANCE - PROPERTY INFORMATION FORM

ADDRESS OF RENTAL PROPERTY: _____

CITY/STATE: _____ ZIP: _____

OWNER'S NAME: _____

OWNER'S ADDRESS: _____ CITY/STATE: _____ ZIP: _____

OWNER'S SS#: _____ CELL PHONE: _____

HOME PHONE: _____ WK PHONE: _____

FAX: _____ E-MAIL ADDRESS: _____

RENTAL RATE: \$ _____ LENGTH OF LEASE TERM: _____

PROPERTY AVAILABLE DATE: _____ APPT ONLY: _____

STYLE OF HOME: _____ SQ FT: _____ BASEMENT: _____ FINISHED: _____ UNFIN: _____

BEDROOMS: _____ BATHROOMS: _____ GARAGE: _____ # OF GARAGE DOOR OPENERS: _____

KEY PAD CODE FOR THE GARAGE: _____ GARAGE DOOR KEYS: _____

LIVING ROOM: _____ FIREPLACE: gas log _____ Insert _____ wood _____

FAMILY ROOM: _____ FIREPLACE: gas log _____ Insert _____ wood _____

WINDOW COVERINGS: _____ FENCED: _____

KITCHEN/APPLIANCES:

REFRIGERATOR: ___ Y ___ N ICEMAKER: ___ Y ___ N RANGE TYPE: ___ Y ___ N gas ___ elec ___

DISPOSAL: ___ Y ___ N BUILT IN MICROWAVE: ___ Y ___ N KITCHEN VENT FAN: ___ Y ___ N

DISHWASHER: ___ Y ___ N WASHER/DRYER: ___ Y ___ N gas ___ elec ___

TRASH COMPACTOR: ___ Y ___ N WASHER/DRYER HOOKUPS: ___ Y ___ N gas ___ elec ___

UTILITY COMPANIES NAMES:

ELECTRIC: _____ GAS: _____ WATER: _____ SEWER: _____

WELL: _____ LOCATION: _____

SEPTIC: _____ LOCATION: _____

TRASH SERVICE PROVIDED? _____ YES _____ NO

MISC:

FURNACE: _____ gas ___ elec ___ HOT WATER HEATER: _____ gas ___ elec ___

SPRINKLER SYSTEM: ___ Y ___ N BOX LOCATION: _____ A/C: Yes ___ No ___

BREAKER BOX LOCATION: _____

SCHOOL DISTRICT #: _____ PETS: Dog ___ Cat ___ PET DEPOSIT: \$ _____ SMOKING: Yes ___ No ___

MAIL BOX #: _____ HOA: _____

MILITARY DISCOUNT FOR ACTIVE MILITARY OF \$200 OFF SECURITY DEPOSIT OFFERED? : Yes ___ No ___

ACCEPT SECTION 8 HOUSING?: Yes ___ No ___

REFERRED BY: _____

OTHER DESCRIPTION OF HOME YOU WANT FOR ADVERTISING PURPOSES:

CLEMENTE REAL ESTATE SERVICES

5140 N. Union Blvd. Suite 101 - Colorado Springs, CO 80918
 Offc: 719-574-4646 Fax: 719-264-9624 Toll Free: 1-866-893-0222
 E-Mail Address: info@clementehomes.com Website:
www.clementehomes.com

**RENTAL ASSISTANCE PROGRAM**

Rental Referral Agreement

This Rental Referral Agreement is made and entered into on _____, by and between CLEMENTE REAL ESTATE SERVICES and _____ the Owner or authorized agent of the owner of the rental property located at: _____ (hereinafter Owner").

- Authorization.** Owner authorizes CLEMENTE REAL ESTATE SERVICES to refer prospective tenants to Owner and to disclose to prospective tenants the rental terms of which Owner has informed CLEMENTE REAL ESTATE SERVICES. Owners agree to keep CLEMENTE REAL ESTATE SERVICES promptly informed of the rental status of the property.
- Fees.** Owner shall pay to CLEMENTE REAL ESTATE SERVICES a fee of 75% of one full month's rent for each tenant referred to and accepted by Owner for residency in the above described property, or any property owned by Owner. If owner terminates this agreement for any reason prior to CLEMENTE REAL ESTATE SERVICES procuring a tenant for said property owner agrees to pay CLEMENTE REAL ESTATE SERVICES a flat fee of \$250.00. Owner agrees to pay for all advertising costs. Owner agrees to pay 25% of one full month's rent at the signing of this agreement with the balance of 50% plus any advertising fees due upon leasing of property. For multiple year lease (over 12 months) owner agrees to pay an additional fee of 20%.
- Rent Defined.** The term "rent" as used herein shall mean the sum of the monthly payments to Owner including, but not limited to, charges for the premises, furniture, appliances, parking facilities, pets, utilities, and shall not reflect any reduction by reason of rent discounts, rebate promotions, or any offsets for work done or services performed by the tenant.
- Rental Terms.** CLEMENTE REAL ESTATE SERVICES service is free to the prospective tenant. Owner agrees not to attempt to collect any portion of the fee from the tenant, either directly or indirectly. The rental terms, conditions and prices offered to residents referred by CLEMENTE REAL ESTATE SERVICES shall be the same as those offered to the general public.
- Payment and Collection.** The referral fee is due and payable in full upon acceptance of lease application by Owner. CLEMENTE REAL ESTATE SERVICES will collect approved Tenants deposit, deduct fee and send balance to Owner upon check clearing CLEMENTE REAL ESTATE SERVICES account. If the fee is not paid when due, Owner agrees to pay all reasonable collection costs incurred by CLEMENTE REAL ESTATE SERVICES plus interest at the rate of eighteen percent (18%) per annum.
- Termination.** This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. In the event of termination for any reason, Owner agrees to pay all referral fees for tenants referred prior to termination. Owner agrees to inform CLEMENTE REAL ESTATE SERVICES promptly in writing of any changes in ownership or agency status.
- Hold Harmless.** Owner has the sole right to accept or reject tenants referred by CLEMENTE REAL ESTATE SERVICES and Owner holds CLEMENTE REAL ESTATE SERVICES harmless for any and all damages arising out of the acceptance or rejection of tenants referred by CLEMENTE REAL ESTATE SERVICES as well as any present or future rents, damages, or other sums owed to Owner by tenant.
- Entire Agreement.** This Rental Agreement constitutes the entire agreement between the parties. No modification of this agreement shall be binding unless in writing and signed by all parties hereto. All of the agreements set forth herein shall be binding upon heirs, legal representatives, successors, executors and assigns of the parties hereto.

9. **Other Provisions:** _____ Rent: \$ _____ Deposit: \$ _____

Pets: YES NO Type: WITH APPROVAL Smokers? YES ☒ NO

Lease 1 Year 6 Months Other (Explain): _____

Showing Instructions: _____

HOA Management Company: _____

Mailing Address: _____ Phone #: _____

By: _____ John M. Clemente, CLEMENTE REAL ESTATE SERVICES

By Owner: _____ Print Name: _____ SSN: _____
 By Owner: _____ Print Name: _____ SSN: _____

Mailing Address: _____ Phone: _____

The printed portions of this form except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP 46-9-12)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Lead-Based Paint Disclosure (Rentals)

Attachment to Residential Lease or Rental Agreement for the Premises known as:

WARNING! LEAD FROM PAINT, DUST, AND SOIL CAN BE DANGEROUS IF NOT MANAGED PROPERLY

Penalties for failure to comply with Federal Lead-Based Paint Disclosure Laws include treble (3 times) damages, attorney fees, costs, and a base penalty up to \$11,000 (plus adjustment for inflation) . The current penalty is up to \$16,000 for each violation.

Disclosure for Target Housing Rentals and Leases Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Sellers must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Buyers must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure to Tenant and Real Estate Licensee(s) and Acknowledgment

1. Landlord acknowledges that Landlord has been informed of Landlord's obligations. Landlord is aware that Landlord must retain a copy of this disclosure for not less than three years from the commencement of the leasing period
2. Presence of lead-based paint and/or lead-based paint hazards (check one box below):
 - ☐ Landlord has no knowledge of any lead-based paint and/or lead-based paint hazards present in the housing.
 - ☐ Landlord has knowledge of lead-based paint and/or lead-based paint hazards present in the housing (explain):
3. Records and reports available to Landlord (check one box below):
 - ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 - ☐ Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

Tenant's Acknowledgment

4. Tenant has read the Lead Warning Statement above and understands its contents.
5. Tenant has received copies of all information, including any records and reports listed by Landlord above.
6. Tenant has received the pamphlet "Protect Your Family From Lead in Your Home".

Real Estate Licensee's Acknowledgment

Each real estate licensee signing below acknowledges receipt of the above Landlord's Disclosure, has informed Landlord of Landlord's obligations and is aware of licensee's responsibility to ensure compliance.

Certification of Accuracy

I certify that the statements I have made are accurate to the best of my knowledge.

Initials _____

Landlord: _____ Date: _____

Landlord: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Real Estate Licensee (Listing)

Broker: John M. Clemente Date: 2/18/2015
John M. Clemente

Real Estate Licensee (Selling):

Selling Broker: _____ Date: _____

(LP 46-9-12) LEAD-BASED PAINT DISCLOSURE (RENTALS)

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Initials _____

Clemente Real Estate Services

John M. Clemente

Ph: 719-574-4646 Fax: 719-264-9624

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (LP48-5-04)

Lead-Based Paint Obligations of Landlord

Landlord acknowledges the following obligations, which shall be completed before the tenant is obligated under any contract to lease the Property. There is no obligation of Landlord to conduct any evaluation or reduction activities.

1. Landlord shall provide the required lead warning statement set forth on the lead-based paint disclosure form.
2. Landlord shall provide the tenant with the EPA-approved lead hazard information pamphlet "Protect Your Family From Lead in Your Home".
3. Landlord shall disclose to the tenant and the real estate licensee(s) the presence of any known lead-based paint and/or lead-based paint hazards in the Property being leased. Landlord shall also disclose any additional information available to Landlord concerning the known lead-based paint and/or lead-based paint hazards such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
4. Landlord shall disclose to each real estate licensee the existence of any available records or reports. Landlord shall also provide the tenant with any records or reports available to Landlord pertaining to lead-based paint and/or lead-based paint hazards in the Property being leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the building as a whole. If no such records or reports are available, Landlord shall so indicate.
5. Landlord must sign and date the Lead-Based Paint Disclosure, certifying to the accuracy of Landlord's statements, to the best of Landlord's knowledge.

If any of the disclosure activities identified above occurs after the tenant has provided an offer to purchase the Property, Landlord shall complete the required disclosure activities prior to accepting the tenant's offer and allow the tenant an opportunity to review the information and possibly amend the offer.

Landlord is required to retain a copy of the completed Lead-Based Paint Disclosure for 3 years from the commencement of the leasing period.

Property known as No. **CO**

Seller: _____ Date: _____

Seller: _____ Date: _____

LP 48-5-04 LEAD-BASED PAINT OBLIGATIONS OF LANDLORD

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Landlord Initials _____



REAL ESTATE SERVICES

5140 N. Union Blvd. Suite 101 - Colorado Springs, CO 80918

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AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWALS (ACH DEBITS)

RENTAL ASSISTANCE

Name(s): _____
Property Address: _____

I/We hereby authorize **CLEMENTE REAL ESTATE SERVICES** hereinafter called **COMPANY**, to initiate debit entry to my (our) () Checking () Savings account (select one) indicated below at the depository named below, hereinafter called **DEPOSITORY**, to debit this amount \$_____.

DEPOSITORY (BANK) NAME: _____ BRANCH: _____

CITY: _____ STATE: _____ ZIP: _____

ROUTING NUMBER: _____

ACCOUNT NUMBER: _____

NAME: _____
(Please print)

SIGNED: _____

NAME: _____
(Please print)

SIGNED: _____

DATE: _____